

STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS,

Board,

v.

JUDITH A. NATIONS, M.D.
3023 Ballas Road, Suite 500D
St. Louis, MO 63131

Licensee.

Case No. 2000-001501

SETTLEMENT AGREEMENT

Comes now Judith A. Nations, M.D., (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Judith A. Nation's license as a physician will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may

5

be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Judith A. Nations, M.D., is licensed by the Board as a physician, license number R8G55, which was first issued July 1, 1987. Respondent's certificate of registration is current and active, and was current and active at all times mentioned herein.

3. On a random audit, the name of Judith A. Nations, M.D., was selected to provide documentation for her continuing medical education (CME) credits for the year 1999.

4. Licensee was audited for her 1999 continuing medical education ("CME").

5. The audit indicated that licensee had not reported any 1999 continuing medical education and so, pursuant to 4 CSR 150-2.125(4), Licensee requested and was granted an extension until February 28, 2000 to complete those hours and an extension until March 15, 2000 to report those hours.

6. On March 29, 2000, a follow-up letter was sent to Licensee asking for her CME credits. The Board received no response.

7. On June 1, 2000, the Board sent Licensee a certified letter, whereupon Licensee submitted documentation for 12 hours of CME that were completed on April 8-9, 2000.

8. On August 1, 2000, the Board informed Licensee that, while she had received an extension of time to complete her 25 hours of CME for the 1999 calendar year requirement, the Board had only received documentation of 12 hours of CME she had completed on April 8-9, 2000. The Board requested Licensee to provide documentation for CME completed during 1999 and any other CME completed during 2000. The Board received no response.

9. On September 6, 2000, the Board informed Licensee that they had not received documentation of the CME hours she had obtained to comply with the 1999 audit, which she was to have completed by February 28, 2000. Licensee was told to submit documentation to the Board by September 20, 2000. The Board received no response.

10. On November 22, 2000, the Board informed Licensee that an investigation had been opened as a result of Licensee's continuing failure to remedy her CME deficits or to provide documentation thereof. The Board informed Licensee that she had 14 days to provide proof of the CME hours or the Board might not renew her license or might take disciplinary action against her license.

11. On December 4, 2000, Licensee faxed documentation to the Board as to CME hours completed in 1999 and 2000, which included documentation for only eight hours obtained in 1999. All of the other documentation submitted by Licensee was for CME completed after February 28, 2000.

12. On April 18, 2001, the Board requested that Licensee fax a certificate documenting that Licensee had earned hours of CME for a Sleep Disorders CME sponsored by Clinical Cornerstone. Licensee faxed a certificate for another CME instead, indicating that she had earned 4 hours on December 11, 2000.

13. Dr. Nations never provided the Board with any documentation indicating that she had completed the requisite number of CME hours for 1999 within the extension of time allotted therefor.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2, RSMo, which provides:

1. The board may refuse to issue or renew any certificate of registration or authority, permit or license required pursuant to this chapter for one or any combination of causes stated in subsection 2 of this section. The board shall notify the applicant in writing of the reasons for the refusal and shall advise the applicant of the applicant's right to file a complaint with the administrative hearing commission as provided by chapter 621, RSMo.

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

* * *

(6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

2. Missouri licensed physicians are required to obtain, on a yearly basis, at least twenty-five (25) hours of continuing medical education, said hours to be completed within the 12-month period beginning January 1 and ending December 31 each year. 4 CSR 150-2.125(1).

3. A licensee who is granted an extension of time to complete and report his/her continuing medical education hours shall complete the balance of his/her continuing medical education hours no later than February 28 immediately following the end of the reporting period for which the extension was sought and granted. 4 CSR 150-2.125(4)(D).

4. Each licensee is also required to maintain records documenting his or her CME, as mandated in 4 CSR 150-2.125(3), which provides in relevant part:

(3) Each licensee shall retain records documenting his/her attendance at and completion of the required hours of continuing medical education for a minimum of three (3) years after the reporting period in which the continuing medical education was completed. The records shall document the titles of the courses taken, dates, locations, course sponsors, category of hours earned and number of hours earned. The board may conduct an audit of licensees to verify compliance with the continuing medical education requirement. Licensees shall assist the board in its audit by providing timely and complete responses to the board's inquiries.

5. Licensee's conduct in failing to obtain the requisite number of CME hours within the time frame provided and failing to assist the board in its audit by providing timely and complete responses, falls within the intendments of § 334.100.2(6), RSMo.

6. Cause exists for the Board to take disciplinary action against Licensees' license under Section 334.100.2(6), RSMo.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the

Healing Arts in this matter under the authority of Section 621.110, RSMo. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. R8G55, issued to Licensee is hereby PUBLICLY REPRIMANDED.

2. Licensee shall complete twenty-five (25) additional hours of Category I continuing medical education in addition to the fifty (50) hours required for renewal by the State Board of Registration for the Healing Arts by December 31, 2003. Licensee shall provide proof of attendance at the course or program within thirty (30) days of completing the course or program.

3. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

4. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

5. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

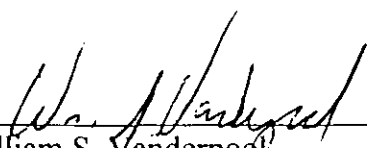
LICENSEE

BOARD

Judith A. Nations per 4/3/23
Judith A. Nations, M.D. Date

Tina Steinman 3/7/23
Tina Steinman Date
Executive Director

JEREMIAH W. (JAY) NIXON
Attorney General


William S. Vanderpool 3/6/03
Assistant Attorney General Date
Missouri Bar No. 54185

Broadway State Office Building
Post Office Box 899
Jefferson City, MO 65102
(573) 751-1444

Attorneys for Board

EFFECTIVE THIS 7 DAY OF March, 200~~2~~³/₁₂